

1 BILL NO. S-88-05- 31

2 SPECIAL ORDINANCE NO. S- 82-88

3 AN ORDINANCE approving Contract for  
4 Res. 1039-88 Mohawk Drive Deerwood  
5 Drive Water Main Extension between  
6 Land Excavating and the City of Fort  
7 Wayne, Indiana, in connection with the  
8 Board of Public Works and Safety.

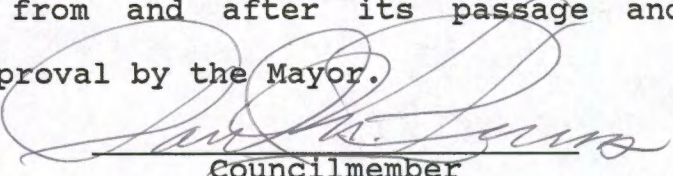
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Contract for Res. 1039-88 Mohawk  
12 Drive Deerwood Drive Water Main Extension by and between Land  
13 Excavating and the City of Fort Wayne, Indiana, in connection  
14 with the Board of Public Works and Safety, for:

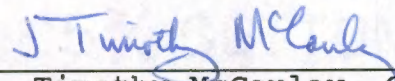
15 the installation of ductile iron pipe on Mohawk  
16 Drive from River Park Drive south to Deerwood  
17 Drive; then west on Deerwood Drive to west  
18 property line of Lot 286 in Concordia Gardens  
19 Section G;

20 the Contract price is Thirty-Nine Thousand Seven Hundred  
21 Ninety-Five and no/100 Dollars (\$39,795.00+/-), all as more  
22 particularly set forth in said Contract, which is on file in  
23 the Office of the Board of Public Works and Safety and, is by  
24 reference incorporated herein, made a part hereof, and is  
25 hereby in all things ratified, confirmed and approved. Two  
26 (2) copies of said Contract are on file with the Office of the  
27 City Clerk and made available for public inspection, according  
28 to law.

29 SECTION 2. That this Ordinance shall be in full force  
30 and effect from and after its passage and any and all  
31 necessary approval by the Mayor.

32   
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney







RESOLUTION NO. 1039-88

BOARD ORDER NO. 87-86

WORK ORDER NO. 63970

THIS CONTRACT made and entered into in triplicate this 24<sup>th</sup> day of April May, 1988, by and between Land Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following: For the installation of 1725 ± L.F. of 6" Ductile Iron Pipe on Mohawk Drive from River Park Drive southward to Deerwood Drive; then westward on Deerwood Drive to the west property line of lot #286 in Concordia Gardens Section "G".

all according to Fort Wayne Water Utility, Drawing No. Y-10626, Sheets 1 thru 3, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$ 39,795.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.



#### ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

#### ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

#### ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.



#### ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

#### ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Resolution No. 1039-88.
- b. Instructions to Bidders for Resolution No. 1039-88.
- c. Contractor's Proposal Dated April 6, 1988.
- d. Ft. Wayne Engr. Dept. Drawing # Y-10626.
- e. Supplemental Specifications for Resolution No. 1039-88.
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Committment Form.
- o. Form 96
- p. \_\_\_\_\_

#### ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

#### ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.



ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within sixty (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: Land Excavating, Inc.

Jack Brown, President

BY:

Steve Elonzae

Steve Elonzae, Secretary

CITY OF FORT WAYNE, INDIANA

BY:

Paul Helmke  
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

Angela S. Derheimer  
Angela S. Derheimer  
Director of Public Works

Robert E. Love  
Robert E. Love  
Director of Public Safety

C. David Silletto  
C. David Silletto  
Director of Administration & Finance

ATTEST:

Helen V. Gochenour  
Helen V. Gochenour, Clerk



ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State,  
this 27 day of April, 1988, personally appeared the  
within named Jack Braun, Steve Elonzae, who being by me first duly sworn  
upon their oaths say that they are the President and  
Secretary respectively, of Land Excavating, Inc. and as  
such duly authorized to execute the foregoing instrument and  
acknowledged the same as the voluntary act and deed of  
Land Excavating, Inc. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official  
seal.

Joy Braun  
NOTARY PUBLIC

Joy Braun

Type or Print Name of Notary

MY COMMISSION EXPIRES: April 28, 1990



ACKNOWLEDGMENT

STATE OF INDIANA)  
                          )  
COUNTY OF ALLEN )     SS:

BEFORE ME, a Notary Public, in and for said County and State, this 10th day of May, 1988, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela S. Derheimer, Robert E. Love, and C. David Silletto, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Robert W. Ebert.  
NOTARY PUBLIC

ROBERT W EBERT  
Type or Print Name of Notary

My Commission Expires: 3/15/90

Approved by the Common Council of the City of Fort Wayne on day of \_\_\_\_\_, 19\_\_\_\_.

Special Ordinance No. \_\_\_\_\_.





Read the first time in full and on motion by Burns, seconded by Salvino, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 5-24-88

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Salvino, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY				<u>✓</u>
BURNS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
STIER				<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 6-14-88

Nashida Estorff  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 192-88  
on the 14th day of June, 1988.

ATTEST  
Nashida Estorff  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Roberta C. Henry  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of June, 1988, at the hour of 11:30 o'clock A. M., E.S.T.

Nashida Estorff  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 17th day of June, 1988, at the hour of 11:40 o'clock A. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



TITLE OF ORDINANCE Res. 1039-88 Mohawk Drive - Deerwood Drive Water Main ExtensionDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE- Res. 1039-88 Mohawk Drive - Deerwood Drive Water Main ExtensionProject is necessary for the installation of ductile iron pipe on Mohawk Drivefrom River Park Drive south to Deerwood Drive; then west on Deerwood Drive to westproperty line of Lot 286 in Concordia Gardens Section G.Land Excavating, Inc. is the contractorJ 88-05-31EFFECT OF PASSAGE To facilitate completion of project.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$39,795.00

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-88-05-31

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract  
for Res. 1039-88 Mohawk Drive Deerwood Drive Water  
Main Extension between Land Excavating and the City of Fort  
Wayne, Indiana, in connection with the Board of Public  
Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)X

YES

NO

Paul M. Burns  
PAUL M. BURNS  
CHAIRMAN

Charles B. Redd  
CHARLES B. REDD  
VICE CHAIRMAN

Mark E. GiaQUINTA  
MARK E. GIAQUINTA

Samuel J. Talarico  
SAMUEL J. TALARICO

James S. Stier  
JAMES S. STIER

CONCURRED IN

6-14-88

Sandra E. Kennedy  
Sandra E. Kennedy  
City Clerk